

Manson-NW Webster CSD

Manson-NW Webster EA

8/15/2006 8/14/2007

MASTER AGREEMENT

Between

MANSON NORTHWEST
WEBSTER COMMUNITY
SCHOOL DISTRICT

And

MANSON NORTHWEST
WEBSTER EDUCATION
ASSOCIATION

APPROVED
5-23-06

2006-2007

61 Employees Covered

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ARTICLE I
Preamble

We, the Manson Northwest Webster Community School District, believe our goal is to foster a community of caring, cooperative and involved citizens. To serve this community, we will establish a safe, disciplined environment, providing a positive place to learn.

We believe in creating an environment that will nurture acceptance and respect of others and self. Each individual in the school community will have the opportunity to grow in self-esteem and self-confidence. The opportunity will be provided to develop a strong character which will ensure each student to make moral, professional and intellectual decisions.

We believe the educational process must provide opportunities which encourage its citizens to become life-long learners. These citizens will demonstrate and communicate knowledge which leads to insightful problem solving.

We believe that education must be progressive and flexible in order to meet our changing needs. Adherence to these beliefs will provide direction for the people of our District, allowing them a vision for the future.

ARTICLE II
Recognition

Unit

The Board of Directors of the Manson Northwest Webster District hereinafter referred to as the Board, hereby recognizes the Manson Northwest Webster Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 4977).

Specifically included are:

1. Classroom teacher
2. Teacher teaching under Federal Program Grant Block; Chapter 1
3. Special Education Teacher, T.A.G.
4. Librarian
5. Guidance Counselor, and
6. Nurse

Specifically excluded are:

1. Superintendent
2. Principal
3. Curriculum Director
4. All support staff employees, and
5. All those excluded in Section 4 of the Act
6. Technology Coordinator
7. Assessment Specialist

ARTICLE III Grievance Procedure

Section 1: A grievance is a claim by an employee, him/her, or a group of employees, signed by all, or the Association, signed by Association designated officer, that there has been a violation of a specific provision of this contract; however, a group grievance must be signed by all persons grieving or Association President.

A grievant may be represented at all formal stages of a grievance procedure by him/herself, or his/her option, by an Association representative selected by the Association.

Section 2: The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement. This mutual agreement shall be in writing.

Section 3:

- (a) First Step – An attempt shall be made to resolve any grievance in informal, verbal discussion between the employee and his/her immediate supervisor. The resolution of grievances at this step shall not be precedent setting.
- (b) Second Step – If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the immediate supervisor. In the case of a group grievance, the group will pick a spokesperson who will meet with the supervisor to discuss the grievance. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date the Association receives knowledge of the event giving rise to the grievance. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) school days after receipt of the grievance.
- (c) Third Step – In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) school days of the immediate supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the employee and his/her immediate supervisor.
- (d) Fourth Step – If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. The individual may submit, in writing, a request to the Superintendent within ten (10) school days from receipt of the Step 3 answer to enter into such arbitration. No grievance shall be taken to arbitration without approval of the Association. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) calendar days after said notice is

given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Public Employment Relations Board will be requested to provide a list of arbitrators. The parties shall be bound by the rules and procedures of the Public Employment Relations Board. The decision of the arbitrator shall be binding on both parties.

ARTICLE IV Leaves of Absence

Sick Leave

All employees shall be allowed medically related disability leave for consecutive years of employment as follows:

- 10 days the first year
- 11 days the second year
- 12 days the third year
- 13 days the fourth year
- 14 days the fifth year
- 15 days the sixth and subsequent years

Unused sick leave shall accumulate to a maximum of one hundred fifty (150) days.

A statement by a physician shall be required evidence of illness in all cases where the absence is of five (5) days or more duration; and in such other cases where the District may require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

A maximum of ten (10) days per year of accumulated sick leave may be used for immediate family illness. The definition of "immediate family" shall include spouse, child, parent, parent-in-law, or sibling of the employee. This paragraph shall not apply and may not be used by any employee hired after January 1, 2005, except for employee's spouse and child.

Upon request, an employee shall be given a copy of a written accounting of sick leave days.

Illness/Injury Bank (also referred to as "BANK" or "THE BANK")

- A. Illness or Injury – the definition of "illness" for the purposes of this policy shall be: A prolonged and debilitating and/or terminal disease, illness or injury requiring medical attention or hospitalization or extended home-bound care by a licensed health care professional resulting in frequent or continuous and unavoidable absence from work as certified by a licensed health care professional.
- B. Establishment – an illness/injury Bank will be established for use by those employees who choose to participate. THE BANK will be used in the event of an illness or injury as defined in section A. Use of the BANK will commence on the first day after the exhaustion of the employee's personal sick leave days and will continue until the employee is no longer under the care of a licensed health care professional for the condition or until the exhaustion of the employee's BANK days allowed as outlined in section D. THE BANK year will be the contract year. There will be no carryover of days in the BANK

from one year to the next. Contributed sick leave days will not be returned to the contributing employee from the BANK at the end of the year.

C. Eligibility – In order to be eligible to participate in the benefits of the BANK, employees must:

1. be employed by the District for five (5) years prior to participation in the BANK.
2. contribute between 3 and 6 days of sick leave to the BANK (see attachment G).
3. enroll in the BANK no later than September 15 of the current school year or within 10 days of the BANK's initial inception.

D. Contribution and Usage of BANK Days

1. Employees may contribute 3 to 6 sick leave days to the BANK.
2. Accumulated personal sick leave for a contributing employee will be reduced by the number of sick leave days that employee contributes to the BANK.
3. BANK benefits for contributing employees will be ten (10) BANK days received for each personal sick day contributed to the BANK. BANK days can only be applied to illness or injury.
4. Eligible and participating employees who have exhausted their personal sick leave due to an illness or injury may apply for BANK benefits using the request form. (See attachment H)
5. The maximum number of days an employee could draw for illness/injury in one year is 60 days.

Personal Leave

Each employee will be allowed three (3) days without loss of pay each year for personal leave. This leave shall be used at the discretion of the employee. Provided, however, the employee's immediate supervisor is given five (5) days notice (except in case of emergency) and provided further, no such day is taken before or after any holiday or during the first or last week in the school year. No more than two (2) employees per building shall take a personal leave day at the same time without approval of the Superintendent. In case of an emergency, the Superintendent may waive any or all of the above preconditions.

The District will be responsible for reimbursing the first two (2) personal days at the current rate of substitute pay should the employee not use them. The District will not reimburse the third personal day.

Bereavement Leave

In the case of the death of the spouse, child, parent, parent-in-law, or sibling of an employee, the employee shall be granted up to five (5) days leave with pay per occurrence for attendance at the funeral and for any other purposes directly arising out of said death.

In the case of the death of a grandparent, grandchild, son-in-law, daughter-in-law, brother or sister-in-law, up to three (3) days of leave shall be granted with pay per occurrence for attendance at the funeral and for other purposes directly arising out of the said death.

In the case of the death of a relative or friend, up to two (2) days annually of leave shall be granted with pay for attendance at the funeral and for other purposes directly arising out of said death.

Professional Leave

At the beginning of every school year, each employee shall be credited with two (2) days professional leave for attendance at educational meetings (clinics, conferences, other school visitations, workshops, etc.) that are directly related to the employee's individual career development plan. These days shall be over and above any assigned by the employer. The employee shall notify his/her principal at least ten (10) school days in advance. Additional days may be granted at the discretion of the employer.

Jury Duty

An employee officially called to perform jury duty during his/her working time will be granted a leave for such purpose and will receive the difference in compensation between the employee's normal compensation and compensation received from such jury duty. Provided, however, that in order for an employee to be eligible, the employee must:

- a. immediately notify his/her supervisor of the receipt of summons for jury duty.
- b. be available for work on the first scheduled work day after the period of required jury duty.
- c. furnish the employer with proper evidence of the number of days and the amount of jury duty pay.

Subpoenaed Leave

An employee who is subpoenaed for school reasons related to employee's employment shall be permitted to be absent from his/her duties without loss of pay and without charge against any other leave.

Extended Leaves

Employees may request leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for up to one (1) additional semester following the conclusion of the semester in which the leave commenced. An employee

shall file an application to the Superintendent. Extended leaves of absence may be granted for health, or family responsibilities which may include child nurturing up to a maximum of one (1) year. The employee's service will resume in accordance with the leave of absence agreement approved by the Superintendent.

While on extended leave, the employee's interest in the retirement funds and accumulated sick leave shall be frozen. Placement on the salary schedule shall be frozen unless the employee has qualified for advancement on the salary schedule pursuant to Article XI prior to departure on leave. While no additional benefits will be provided by the employer during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the Step and Class for which the employee had qualified at the time of the commencement of the leave.

An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time all other employees sign a contract for the next year.

Emergency Leave

Up to five (5) emergency leave days may be approved by the Superintendent when leave in the designated area of request have been completely used by the employee. The employee shall pay for the substitute during emergency leave.

Family and Medical Leave Act (FMLA)

It is the policy of the District to comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993. (See attachment C.)

ARTICLE V **Formal Classroom Evaluation Procedure**

I. Teacher Evaluation:

- a) Each school year, within four (4) weeks after the beginning of the school year, employees shall be presented with the evaluation procedures and instruments including the Iowa Teaching Standards and Criteria and any other standards and criteria or district expectations the evaluator will use. No evaluation shall take place until such orientation has been completed.

II. Tier 1:

- a) Teachers in their first or second year of the profession, holding an initial teaching license, or career teachers, who are in their first year of teaching for the District, shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of three formal observations and a minimum of three walkthroughs. At least one of the formal observations shall also include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative

conference in year one. The summative conference shall be conducted by April 15 and documented as required by the State of Iowa.

- b) In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a written comprehensive review (Evaluation) on or before April 15. If by the end of January of the second year (year one for career teachers new to the District) the evaluator determines that the teacher does not meet the Iowa Teaching Standards, the evaluator will inform the teacher which standard(s) have not been met and shall indicate where improvement is needed to determine that the teacher meets all eight standards. If another observation is needed, it shall be held before the April 15 summative conference. If only a conference is needed, then it will be held before April 15.

III. Tier 2 (Career Teachers):

- a) Tier 2 is for licensed teachers who have earned regular teaching licenses and are not in Tier 3 and not in their first year of teaching at the District. A teacher in their third year of probation pursuant to the Iowa Code shall be evaluated using the same methods as in Tier 1, b. For all others, a three year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs.
- b) During year one of the cycle, each staff member shall create an individual career development plan linked to the District's career development plan. Plans must be submitted to the evaluator by October 1 of year one. Evaluators must then meet with each teacher to review individual career development plans by November 1.
- c) During year one and year two of the cycle, the evaluator and teacher shall meet by April 15. During this meeting, the teacher and evaluator shall discuss the progress of the teacher on the Individual Career Development Plan and on the Iowa Teaching Standards and Criteria.
- d) Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher, at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time in year three of the cycle. All formal observations will not normally exceed 45 minutes. At least one formal observation shall include a pre-observation conference and a post-observation conference between the evaluator and teacher and any additional formal observations shall include a post-observation conference. Post-observation conferences are to be held within ten (10) school days. If the evaluator determines that the teacher is not meeting any of the eight standards, then the evaluator shall inform the teacher in writing which standard(s) are not being met and shall indicate specific standards where improvement is needed, and suggest strategies to assist the teacher in meeting all eight standards.
- e) In year three of the three-year cycle, the completion of the Individual Career Development Plan will occur. A written review will be completed by the evaluator after both the teacher and evaluator have met regarding the teacher's progress and

outcome on the Individual Career Development Plan. In addition, a three year summative performance review will be conducted by the evaluator. The teacher shall provide suitable evidence demonstrating the Iowa Teaching Standards have been met. Standards observed and noted during the classroom observations or other administrative walkthroughs may constitute a part of such evidence. By April 1 of the third year of the cycle, the evaluator shall make one of the following recommendations to the Superintendent:

- (1) The teacher has demonstrated growth in their meeting goal areas, has met the Iowa Teaching Standards, and no change is recommended to the teacher's continuing contract.
- (2) The teacher has not demonstrated growth in goal areas and the Iowa Teaching Standards and, as determined by the evaluator, to be in need of intensive assistance.

IV. Tier 3 (Intensive Assistance):

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

- (1) District expectations under the Iowa Teaching Standards 1 – 7 and Criteria (Standard 8 is excluded);
- (2) The Individual Career Development Plan; or
- (3) Any other standards and criteria that the District has established;

the evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan. The process may begin at any time but is not to exceed six (6) months in duration.

The review of the teacher in Intensive Assistance shall be made by the evaluator. At the conclusion of the designated timeframe, one of three recommendations shall be made:

1. The problem is resolved and the staff member is removed from Intensive Assistance.
2. Progress is noted, the timeline is extended, but may not exceed an additional six (6) months (i.e., total of plan not to exceed twelve (12) months according to Iowa law) and work continues in the assistance phase.
3. The problem is not resolved and/or inadequate progress is noted. Action may then be taken by the District to terminate the teacher's contract.

Tier 3 is not grievable.

- V. Any employee has the right to respond in writing to specific items on their evaluation within fifteen (15) school days of the post-evaluation conference. Any employee has the right to review the evaluation documents in his/her permanent file.
- VI. Other than the formal procedures specified in this Article, it should be noted that teachers are being evaluated informally on a daily basis as they work with students, administrators, and other staff members.
- VII. If a licensed teacher does not agree with the evaluator's summative evaluation, he/she may request an evaluation of his/her work by another licensed evaluator which must be done within five (5) days of receipt of the summative. If agreement cannot be reached by said parties, the Superintendent shall appoint the administrator for the evaluation. If the staff member objects with the second evaluator, the reasons shall be reduced to writing and attached to the evaluation form.
- VIII. All employees' evaluations are to be fair and accurate and conducted by a qualified evaluator. Except for those precluded by statute, a non-probationary employee who has been evaluated has the right to grieve all evaluations, including the right to challenge said evaluations as unfair, unjust, or inaccurate, through the Grievance Procedure set forth in this contract, if the total evaluation is rated as unsatisfactory or not meeting District standards.
- IX. The parties acknowledge that this Article has been rewritten for 2005-2006. They also acknowledge that it may need revisions during the following couple of years.

ARTICLE VI **Staff Reduction**

In the event the employer determines that it is necessary to have a reduction in staff, the employer shall attempt to accomplish such by attrition. In the event that necessary staff reduction cannot be accomplished by attrition, the following procedures shall be followed:

- A. Layoffs will be made within the following categories:

- Pre-K – 6; 7 – 12 by subject area;
- Special Ed by certification category Pre-K – 12;
- Guidance Counselors;
- Media Specialist;
- TAG Pre-K – 12;
- Vocal music Pre-K – 12;
- Instrumental music Pre-K – 12;
- Art Pre-K – 12;
- PE Pre-K – 12;
- Nurses.

Teachers will be placed in more than one classification if they are certified and qualified in more than one classification area.

B. Given the necessity to maintain the most competent and qualified staff available, the employer, in determining which employees are to be reduced, will consider:

- Reductions according to seniority with the least senior employee being reduced first. "Seniority" means an employee's length of full-service with the employer since the employee's last semester of hire. A part-time teacher shall accrue seniority on a pro rata basis as of the 2001-2002 contract.
- A teacher scheduled to be laid off will be allowed to displace a less senior teacher in another category or curriculum area under the following circumstances:
 - 1) the more senior teacher has certification in the other category or curriculum area,
 - 2) the more senior teacher has taught one semester full-time in the other category or curriculum area within the past five (5) years of continuous employment with Manson Northwest Webster School District.

In the case of employees with identical continuous service being considered for lay-off, the employer will consider the following:

- the needs of the District,
- present and past evaluations, and
- the use of an interview involving the building administrator and a team of teachers in the involved category or curriculum area.

The administration will post a seniority list by September 15 of each year listing each employee's rank according to years of continuous service with the District on a pro rata basis.

C. Once the decision to reduce the teacher(s) has been made, the parties shall follow the procedures spelled out in Section 279 of the Iowa Code.

D. Recall – Laid off employees shall advise the Superintendent of their current addresses and other employment during layoff. Employees shall have recall rights, for one (1) year, to any position which becomes available in which he/she is certified and qualified. Qualifications will be determined by an interview involving the building principal and a team of teachers in the involved category or curriculum area.

If one (1) year has elapsed since the last day of their employment, they shall have no recall rights.

If an employee fails to notify the Superintendent of a change of address or fails, within ten (10) days of receipt of notice of recall, to advise the Superintendent of the employee's desire and availability to return to work, any recall rights shall terminate.

All benefits to which the employee was entitled at the time of layoff including but not limited to, accumulated sick leave and seniority, will be restored at the time of recall.

ARTICLE VII
Transfers

1. The term "transfer" shall mean the voluntary movement of an employee from his/her current position to a vacancy within or outside of the employee's present building, grade level, category or curriculum area (middle school or high school) in which he/she is currently certified. If an employee's job assignment is merely reapportioned such that an employee is not moved to a new grade level, building or subject matter, this reapportionment shall not be deemed a transfer.

A realignment of staff in the context of staff reduction where this is no vacancy is not a transfer. Administration will determine the assignment of staff taking into consideration the wishes of staff, seniority and qualifications. A realignment shall be treated as an involuntary transfer.

2. The term "vacancy" is defined as an unoccupied position as defined by the employer arising through resignation, termination, transfer, creation of a new position, or other cause which the employer desires to permanently fill.

3. **Notification of Vacancies**

Employees shall be notified of vacancies occurring within the bargaining unit when they occur as follows:

1. Vacancies occurring after August 31 and before May 15: posting on the bulletin boards in the teacher workroom at all buildings.
 2. Vacancies occurring after May 15 and before September 1: posting on the bulletin boards in the teacher workroom at all buildings and written notice to the Association president (co-presidents) and/or designee.
 3. Notices of vacancies, which occur after the close of school shall be mailed to those employees with proper certification, who have previously expressed an interest, to fill the vacancies, and to the association president.
 4. An employee shall have seven (7) days from the date of posting to apply for such vacancies.
4. Filing Request – Employees who desire to transfer to a position for which there is no present vacancy may file a written statement of such desire with the Superintendent at any time. Such statements shall include the grade level, curriculum department, and/or building to which the employee desires to be transferred. If employees are interested in more than one type of transfer, employees must rank the respective transfer requests in order of preference. Transfer request shall remain in effect until a new school year begins.

5. Procedure – In determination of request for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the objective instructional requirements of the school system as determined by the administration.
6. The Superintendent or his/her designee shall notify the employee in writing with reason(s) for the decision on his or her voluntary request within ten workdays of the decision.
7. An “involuntary transfer” shall mean the involuntary movement of an employee from one building, grade level, category or curriculum area (middle school or high school) to another in which he/she is currently certified. An involuntary transfer shall be made only after a meeting between the employee and Superintendent at which time the employee shall be given written reasons for said transfer. The employee and the District may each have a third party attend the meeting. If an involuntary transfer or reassignment is necessary, the employee with the least seniority in the District who is licensed in the subject area and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority). No transfers will be made for arbitrary or capricious reasons.
8. Notice – Notice of an involuntary transfer shall be given in writing to employees as soon as practical.
9. Within three (3) years after the date of the involuntary transfer, employees who are involuntarily transferred shall have the right to transfer to any position for which they are certified, provided a vacancy exists for such position. The District shall have the right to reject a request where such rejection is in the best interests of the students. If such a request is rejected, the effected employee shall be granted a meeting, shall be presented written reason(s) for the rejection of the requests, and shall have the right to grieve the rejection on the basis of those reasons. The employee and the District may each have a third party attend the meeting. A grievance under this section shall be limited to deciding whether the rejection was arbitrary or capricious.

ARTICLE VIII

Hours

- A. The normal work day shall be 8 hours to include 7:30 a.m. to 3:30 p.m. or 7:45 a.m. to 3:45 p.m. at the discretion of the teacher.
 1. On Fridays and days of inclement weather, the work day shall end at the close of the student's day (i.e., when the buses leave).
 2. On the last working day preceding holidays and vacations, the employee work day shall end at 2:30 p.m.
- B. Planning Time: Each high school/middle school teacher shall have at least an equivalent of one (1) period or (1) block per each 8 period day or 8 blocks for planning; and each elementary teacher shall have at least one (1) forty (40) minute period per day for planning.

- C. Duty Free Lunch: Each teacher shall have a lunch period equal to that of students, during which time no duties shall be assigned.
- D. Extra Duties: Nothing contained herein prohibits or limits the Board and administration from assigning extra duties normally associated with the teaching profession. The following are examples of activities which would not be considered as extra duties:
1. Clock operators at athletic and speech events;
 2. P.A. announcers at extra-curricular events;
 3. Ticket taking and selling; hall and door supervisors at extra-curricular events.
 4. A teacher who voluntarily substitutes for another teacher during his/her contract day will be compensated at the rate of substitute pay for the portion of the day he/she substitutes.

The contract shall be for one hundred seventy-eight (178) days in the classroom with students, two (2) parent-teacher conference days as stated in Chapter 12 of the School Rules of Iowa, five (5) in-service days and five (5) holidays.

Two (2) days may be added to the contract if the state funds payment of the same. To the extent that the state funds less than per diem, but requires the additional two days, the parties to negotiate pay for the two days.

ARTICLE IX **Health and Safety**

All employees shall promptly report any unsafe conditions to their immediate supervisor on a form which will be provided by the employer. Upon receipt of such a written report, the immediate supervisor will sign and date the same, and provide a copy to the employee.

All new employees shall, upon initial employment, and prior to receiving their first paycheck, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis. Such evidence shall include a statement from a licensed doctor of medicine of the employee's choice at his expense.

All continuing employees shall present satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including tuberculosis, once every three (3) years. Such evidence shall include a statement from a licensed doctor of medicine. The employee will submit bill to insurance company first. The District will pay up to \$50 for any remaining charge.

If the students of Manson Northwest Webster are not required to attend school because of inclement weather or other reasons requiring the closing of school, the teachers shall not be required to be in attendance. However, these days shall be made up later in the year.

ARTICLE X **Insurance**

The employer agrees to provide all half-time or more employees with total cost of an Individual Health and Major Medical program, Long Term Disability and Life Insurance programs.

ARTICLE XI

Salaries

A. Schedule: The salary of each employee covered by the regular salary schedule is set forth in Schedule A. (See attachment A.)

B. Placement on Salary Schedule – Credit for Experience: A teacher hired by the District shall be given credit for each year of previous teaching experience.

C. Advancement on Salary Schedule

1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum on the schedule for their educational classification is reached. A year of service consists of employment in the Manson Northwest Webster Community School District for ninety (90) or more consecutive contracted working days in one (1) school year.

In order to continue advancement vertically on the salary schedule, teachers with less than an M.A. degree are required to obtain a minimum of six semester hours of credit from the A.E.A. or an accredited institution within each five-year period after the issuance of a certificate. Courses must have the approval of the Superintendent before enrollment to be applicable for advancement. (See attachment D.)

2. Wage Calculation: Employees on the regular salary schedule who move from one wage classification to a higher wage classification shall move to the corresponding eligible step on the higher lane. The employee shall file evidence of additional hours, which meet the same requirements as those for increments, with the Superintendent by September 10. If delay is caused by the accrediting institution, retroactive payment will be made on receipt of transcripts.

D. Method of Payment

1. Pay Periods: All employees shall be paid on a twelve (12) month basis, the pay date being the 25th of each month or the last teaching day before the 25th.
2. Exceptions: New employees may, at their option, elect to receive 50% of the first monthly installment after the completion of the first half of the pay period. The remainder of the first monthly installment will be paid on the regular pay date. Each employee shall have the option of receiving all of his/her earned, contracted salary on the last pay period of the in-school work year, provided it is financially feasible as determined by the District.
3. Summer Checks: Summer checks shall be mailed to the address designated by the employee.

ARTICLE XII
Supplemental Pay

- A. **Approved Activities:** The extra-curricular activities listed in Schedule B are official school sponsored activities covered by school insurance. (See attachment B.)
- B. **Rates of Pay:** Employee participation in extra-curricular activities shall be paid according to Schedule B. A person hired for extra-curricular activities shall be given credit for each year of previous experience in that area.
- C. Employees required to use their personal cars for field trips or other school business shall be paid per Board policy.

ARTICLE XIII
Dues Deduction

The employer will make monthly dues deduction from the wages of each employee covered by this Agreement, who, by no later than September 30 of each school year, has provided the employer with a valid written authorization (see attachment F) for monthly dues in the amounts certified in such authorizations, and remit such monies to the Treasurer of the Association not later than the last day of the succeeding month. Any such authorization may be revoked by an employee any time upon his/her thirty (30) days' advance written notice to the employer.

The Association and any individual member agrees to indemnify and hold harmless the Board of Education, each individual Board member, and all school district administrators against any and all claims, costs, lawsuits, or other forms of liability and all court costs arising out of the application of the provisions in agreement between the parties for dues deduction.

ARTICLE XIV
Vacations and Holidays

- A.
 - 1. The Monday after Easter will be a day of vacation on the calendar.
 - 2. The Board has final approval of the calendar for the next year.
- B. **Paid Holidays**
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. December 25
 - 4. January 1 (New Year's Day)
 - 5. April 15, 2006 (Good Friday of 2006)
- C. **Conditions** – No employee shall be required to work on holidays or vacation days unless the Association and Board have mutually agreed to change such holiday or vacation day to a work day. The year may be extended for make up days when all other available days have been used.

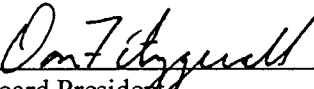
ARTICLE XV
Separability and Duration

Separability – If any provision of this Agreement is determined to be contrary to law, then such provision shall be void and all other provisions of this Agreement shall remain in full force and effect.

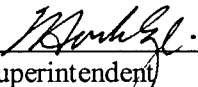
Duration – This Agreement shall be effective from August 15, 2006 to August 14, 2007.

EMPLOYER

MANSON NORTHWEST WEBSTER
COMMUNITY SCHOOL DISTRICT



Board President



Superintendent

Employee Relations Committee Member

Employee Relations Committee Member

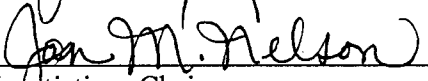
Employee Relations Committee Member

ASSOCIATION

MANSON NORTHWEST WEBSTER
EDUCATION ASSOCIATION



President, M.N.W.E.A.



Negotiations Chairperson



Chief Negotiator

ATTACHMENT A

Schedule A - 2006 - 2007

STEP	BA	BA+15	BA+30	MA	MA+15	Increment
1	25,020	25,700	26,380	27,360	28,340	
2	25,700	26,380	27,060	28,040	29,020	680 Vertical Increment
3	26,380	27,060	27,740	28,720	29,700	680 Vertical Inc-BA30
4	27,060	27,740	28,420	29,400	30,380	980 Lane-MA
5	27,740	28,420	29,100	30,080	31,060	680 Lane-BA
6	28,420	29,100	29,780	30,760	31,740	
7	29,100	29,780	30,460	31,440	32,420	
8	29,780	30,460	31,140	32,120	33,100	
9	30,460	31,140	31,820	32,800	33,780	
10	31,140	31,820	32,500	33,480	34,460	
11	31,820	32,500	33,180	34,160	35,140	
12	32,500	33,180	33,860	34,840	35,820	
13	33,180	33,860	34,540	35,520	36,500	
14	33,860	34,540	35,220	36,200	37,180	
15	34,540	35,220	35,900	36,880	37,860	
16	35,220	35,900	36,580	37,560	38,540	
17	35,900	36,580	37,260	38,240	39,220	
18	36,580	37,260	37,940	38,920	39,900	
19	37,260	37,940	38,620	39,600	40,580	
20	37,940	38,620	39,300	40,280	41,260	
21	38,620	39,300	39,980	40,960	41,940	
22	39,300	39,980	40,660	41,640	42,620	
23	39,980	40,660	41,340	42,320	43,300	
24	40,660	41,340	42,020	43,000	43,980	

4% Career Increment of Lane Base after Step 24

ATTACHMENT B

Schedule B

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
	10%	8%	6%	5%	3.50%	2.50%
1	2,502.00	1,876.50	1,501.20	1,251.00	875.70	625.50
2	2,552.00	1,926.50	1,536.20	1,286.00	900.70	650.50
3	2,602.00	1,976.50	1,571.20	1,321.00	925.70	675.50
4	2,652.00	2,026.50	1,606.20	1,356.00	950.70	700.50
5	2,702.00	2,076.50	1,641.20	1,391.00	975.70	725.50
6	2,752.00	2,126.50	1,676.20	1,426.00	1,000.70	750.50
7	2,802.00	2,176.50	1,711.20	1,461.00	1,025.70	775.50
8	2,852.00	2,226.50	1,746.20	1,496.00	1,050.70	800.50
9	2,902.00	2,276.50	1,781.20	1,531.00	1,075.70	825.50
10	2,952.00	2,326.50	1,816.20	1,566.00	1,100.70	850.50
11	3,002.00	2,376.50	1,851.20	1,601.00	1,125.70	875.50
12	3,052.00	2,426.50	1,886.20	1,636.00	1,150.70	900.50
13	3,102.00	2,476.50	1,921.20	1,671.00	1,175.70	925.50
14	3,152.00	2,526.50	1,956.20	1,706.00	1,200.70	950.50
15	3,202.00	2,576.50	1,991.20	1,741.00	1,225.70	975.50

Schedule B Provisions:

- | | |
|-------|--|
| A. | HS Head Football, Wrestling, Basketball |
| <hr/> | |
| B. | HS Head Track, Baseball, Softball, Volleyball; HS Vocal Music; HS Instrumental Music; HS Activity Director; Assistant HS Basketball |
| <hr/> | |
| C. | HS Assistant Football, Wrestling; FFA Sponsor; Speech and Drama; MS Activity Director |
| <hr/> | |
| D. | HS Assistant Track, Volleyball, Baseball, Softball, Boys and Girls Cross Country |
| <hr/> | |
| E. | Yearbook; MS Coaches, HS Head Golf; Drill Team Sponsor; Summer Gym Supervisor; MS Vocal Music, MS Instrumental Music, HS Mock Trial, Electrathon |
| <hr/> | |
| F. | HS Newspaper: Junior Class Sponsor (2); Adult Ed. Sponsor; HS Cheerleader Sponsor-Fall; HS Cheerleader Sponsor-Winter (2); HS Student Council Sponsor; National Honor Society Sponsor; MS and Elementary Yearbook Sponsors; MS Mock Trial Sponsor; HS Flag Sponsor; Basketball Chaperone; Assistant Golf Coach |
| <hr/> | |

ATTACHMENT C

MANSON NORTHWEST WEBSTER CSD
REQUEST FOR LEAVE

Name: _____
Date of Leave: _____

Place an X to the left of one of the choices below along with an explanation as needed.

_____ Sick (self) Balance _____

_____ Family Sick (Please circle relationship below) Balance _____
(Immediate family only – spouse, child, parent, parent-in-law, sibling. Employees hired after January 1, 2005, may use benefits for spouse and child only – per Master Agreement)

_____ Professional Balance _____

_____ Personal Balance _____

_____ Administrative Leave YTD Total _____
(School activity, field trips, administration request, etc)

_____ Bereavement Relative or Friend _____
(Relationship re: grandparent, uncle, etc)

_____ Vacation Balance _____

_____ Loss of Pay Amount _____

Employee _____ Date _____

Building Supervisor _____ Date _____

Substitute _____

Request is within the limits for this leave? ☐ Yes ☐ No

Authorized Signature _____ Date _____

Approved: _____ Date: _____ Denied: _____
Superintendent Signature Superintendent Signature

ATTACHMENT D

REQUEST FOR GRADUATE CREDIT
Manson Northwest Webster Community School District

The following information will be used by the Superintendent to make a decision whether a teacher can move on the salary schedule. Successful completion and evidence of that successful completion must be turned in to the Superintendent ten days after the beginning of the school year.

Name of Teacher _____

Teaching Area _____

University or college giving accreditation for the course _____

Course Number _____

Credit Hours _____

Date Beginning Course _____

Date Completing Course _____

Name of Instructor or Advisor for the Course _____

Please give a complete description of the course: _____

Signature of Teacher: _____

Approved _____

Date _____

Not Approved _____

Date _____

Signature of Superintendent _____

ATTACHMENT E

**MANSON NORTHWEST WEBSTER
COMMUNITY SCHOOL DISTRICT**

REQUEST FOR LANE CHANGE ON SALARY SCHEDULE

Name _____ Date _____

Due to completion of college hours that meet Board policy, I am requesting my contract be modified to reflect the change of lanes according to the adopted salary schedule.

My present contract shows me on _____ Lane of the salary schedule. I have completed hours that meet Board policy and qualify for being placed on _____ Lane of the salary schedule.

All transcripts of hours must be on file in the Superintendent's office by the third Monday of September to qualify for salary schedule lane modification unless agreement is made between the Superintendent and teacher. Failure on the teacher's part to file hours within the specified time may result in loss of additional salary.

Teacher's Signature _____

Superintendent's Signature _____

ATTACHMENT F

MANSON NORTHWEST WEBSTER COMMUNITY SCHOOL

REQUEST FOR DUES DEDUCTION

I, _____, do hereby authorize the Secretary to the Board of Education to withhold the sum of \$_____ monthly from my earnings and apply said amount in payment to the Treasurer of the Manson Northwest Webster Education Association as dues for membership in said Association. Dues to be deducted for a period of _____ months beginning with the _____ payroll and totaling \$_____ for the school year.

Employee_____

Date_____

ATTACHMENT G

MANSON NORTHWEST WEBSTER
COMMUNITY SCHOOL DISTRICT

Illness/Injury Bank Participation Form

(Due no later than September 15 of current school year)

***Must be employed by the district for five years prior to participate - per
Master Agreement.***

I, _____, wish to place _____ days
in the Illness/Injury Bank for the school year _____.

Name

Date

Illness/Injury Bank (also referred to as "BANK" or "THE BANK")

- A. Illness or Injury – the definition of "illness" for the purposes of this policy shall be: A prolonged and debilitating and/or terminal disease, illness or injury requiring medical attention or hospitalization or extended home-bound care by a licensed health care professional resulting in frequent or continuous and unavoidable absence from work as certified by a licensed health care professional.
- B. Establishment – an illness/injury Bank will be established for use by those employees who choose to participate. THE BANK will be used in the event of an illness or injury as defined in section A. Use of the BANK will commence on the first day after the exhaustion of the employee's personal sick leave days and will continue until the employee is no longer under the care of a licensed health care professional for the condition or until the exhaustion of the employee's BANK days allowed as outlined in section D. THE BANK year will be the contract year. There will be no carryover of days in the BANK from one year to the next. Contributed sick leave days will not be returned to the contributing employee from the BANK at the end of the year.
- C. Eligibility – In order to be eligible to participate in the benefits of the BANK, employees must:
1. be employed by the District for five (5) years prior to participation in the BANK.
 2. contribute between 3 and 6 days of sick leave to the BANK (see attachment G).
 3. enroll in the BANK no later than September 15 of the current school year or within 10 days of the BANK's initial inception.
- D. Contribution and Usage of BANK Days
1. Employees may contribute 3 to 6 sick leave days to the BANK.
 2. Accumulated personal sick leave for a contributing employee will be reduced by the number of sick leave days that employee contributes to the BANK.
 3. BANK benefits for contributing employees will be ten (10) BANK days received for each personal sick day contributed to the BANK. BANK days can only be applied to illness or injury.
 4. Eligible and participating employees who have exhausted their personal sick leave due to an illness or injury may apply for BANK benefits using the request form. (See attachment H)
 5. The maximum number of days an employee could draw for illness/injury in one year is 60 days.

ATTACHMENT H

**MANSON NORTHWEST WEBSTER
COMMUNITY SCHOOL DISTRICT**

ILLNESS/INJURY BANK - Request to Use Bank Days

I request to use the Illness/Injury Bank for the following reason:

I have donated _____ days to the BANK for the Year _____.

Employee Signature

Date

Health Care Professional

Date